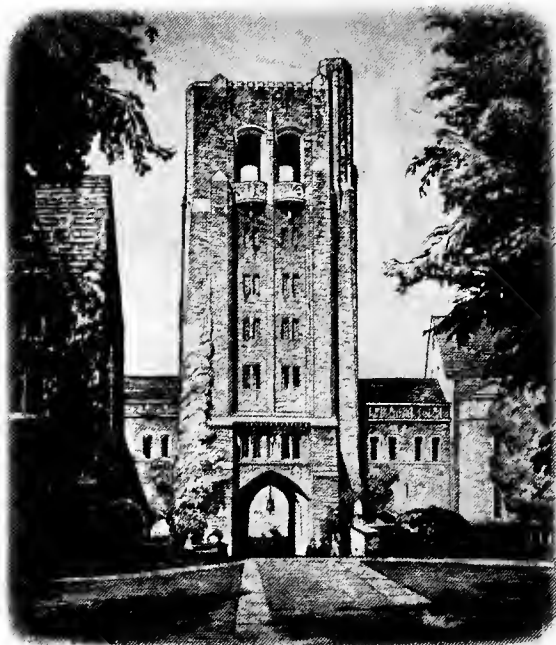


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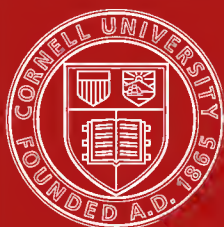
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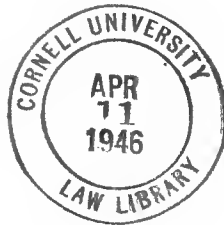
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ON

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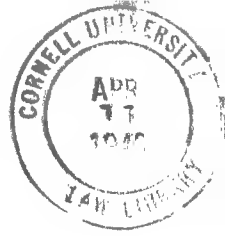
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EQUITY JURISPRUDENCE

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[Especially adapted for use with Fetter's Handbook of Equity Jurisprudence.]

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CHAPTER I.

NATURE AND DEFINITION OF EQUITY.

1. Into what two classes may the definitions of equity given by text writers be divided?
2. What were the chief duties of the lord chancellor during the reign of the Conqueror?
3. What was the origin of actions on the case?
4. What were the principal differences in the functions and duties of the chief justiciars and of the first lord chancellors?
5. Since equity has become "crystalized and defined," has it any power of expansion?

CHAPTER II.

PRINCIPLES DEFINING AND LIMITING JURISDICTION.

1. Will an injunction be granted, restraining a criminal prosecution under an ordinance which is claimed to be invalid?

2. Can equity restrain an arrest under the law for prevention of cruelty to animals, when it is claimed that the statute has not been violated, and great business injury would result?

3. Will a court of equity take jurisdiction of a case against a solicitor practicing in the court, if there is an adequate remedy at law?

4. Will an injunction be granted to restrain the sale of goods which a consignee has fraudulently transferred to his assignee for the benefit of creditors?

5. In a state where the law courts have jurisdiction of an action to recover a partnership debt out of the estate of a deceased partner, would equity also have jurisdiction of such cases?

6. Can a suit be maintained in equity to recover a fund impressed with a trust, if an action of assumpsit for money had and received would lie?

7. Where equity has enforced a contract to deliver an insurance policy, will it also decree payment of the policy, if a loss has occurred?

8. The pleadings in a case present an equitable issue, but the facts found on the trial show that an adequate remedy existed at law. Will the court grant equitable relief?

9. Where a bank is required to pay the taxes assessed on the stock of individual stockholders, can it bring suit to restrain the collection of an illegal tax on such shares?

CHAPTER III.

THE MAXIMS OF EQUITY.

1. Will equity interfere by injunction to grant relief on the ground that the defendant is insolvent, and that, therefore, there is no adequate remedy at law?

2. Where a judgment creditor of a city seeks to compel a tax levy to pay his claim, and the officers who should levy the tax repeatedly resign, will a court of equity appoint some one to levy a tax to pay the judgment?

3. Will equity relieve a tenant from a forfeiture of his lease, incurred by nonpayment of rent?

4. Where a sealed instrument had been discharged by payment, but no release under seal had been given, as required by the common law, what relief would equity give?

5. A. executes to B. a deed of lands to which he has no title. He could have obtained title for himself, but, instead, procures the lands to be conveyed to his wife. Can B. compel a conveyance of the title?

6. A man covenants to settle lands he does not at the time possess. He afterwards acquires lands of less value. Will his purchase be considered as part performance of his covenant?

7. Could injury to a dam situated in Maine be restrained in any case by injunction in a court of New Hampshire?

8. When a court of equity makes a decree affecting lands in another state, is it bound by the law of the state where the lands are situated?

9. When equity has jurisdiction of the defendant, will it entertain a suit to restrain a nuisance located beyond its territorial jurisdiction?

10. Where the donee of a power in trust had an option to select a beneficiary out of several of a specified class, and the donee fails to execute the power, how will equity dispose of the property?

11. Do courts of equity follow the law as to the statute of limitations?

12. Are any forms of limitation of estates valid in equity which are invalid in law?

13. How does the maxim that where the equities are equal the law will prevail become operative?

14. Certain property owners refuse to pay a paving assessment which they claim has been levied unequally, and ask an injunction to restrain the sale of their lots for nonpayment of the assessment. What maxim applies, and how?

15. A contract for the sale of land was made while the currency was on a specie basis. Will equity decree specific performance if the vendee tenders the price in legal-tender notes, which are at that time depreciated?

16. When one who has loaned money at usurious interest seeks to enforce his claim in equity, must the borrower pay what is justly due before he can set up the usury?

17. Complainant's trade-mark represents that his cigars are made in Havana, when in fact they are made in New York. Will a court of equity aid him by restraining an infringement of the trade-mark?

18. Will a court of equity entertain a bill to obtain cancellation of a judgment at law founded on a note, the consideration for which was an election bet?

19. Where a mortgage is given partly for an illegal consideration, will equity aid at all in its enforcement?

20. Where both a legal and an equitable remedy existed for a cause of action, and the legal remedy has become barred by the statute of limitations, will the remedy in equity be barred also?

21. In cases where the parties are members of the same family, will delay to sue be more or less excusable than if they were strangers?

CHAPTER IV.

THE DOCTRINES OF EQUITY—ESTOPPEL, ELECTION, SATISFACTION, PERFORMANCE, AND CONVERSION.

1. In equitable estoppel, is it necessary that the false representation should have been the sole inducement by reason of which the one seeking to assert the estoppel was induced to change his position?

2. Is a person estopped by silence to assert rights to property which appear of record?

3. Where a person makes statements which are false, because of a mistake of law on his part, will he be estopped to contradict his statements?

4. Can one partner rely on representations made to him, if his co-partner had information which would have shown the falsity of the statements?

5. Where the one seeking to assert an estoppel has, in changing his position, done only what he was by law bound to do, does any estoppel arise in his favor?

6. A testator, by his will, attempts to dispose of land belonging to one to whom, by the same will, lands are devised in trust. Does a case for election arise?

7. By an invalid will, land is attempted to be devised to a stranger, and by the same instrument a valid bequest in lieu thereof is made to the heir. Must the heir elect?

8. A testator devises part of his lands to his widow, and directs the sale of the balance, and the disposition of the proceeds. Must the widow elect between the devise and her dower?

9. Where there is a case for election, will the signing of a conveyance of one of the tracts be considered an election?

10. Can an election made under mistake of law be revoked?

11. Will a bequest to one to whom the testator is indebted for a breach of trust, be deemed a satisfaction of the debt owing to the cestui que trust?

12. Does a presumption that a legacy to a creditor was intended as a satisfaction, ever arise when the debt was contracted after the execution of the will?

13. Or when the legacy is contingent?

14. A man covenants to settle certain land on his daughter and the remainder to her issue in tail. By a subsequent will, he gives the land to her and the remainder to her issue in fee. Is there a satisfaction?

15. Will a bequest to a daughter before her marriage be adeemed by a gift to her husband after marriage?

16. Is it necessary that a sum secured by settlement to a son at his marriage should be paid, in order that it shall operate as an ademption of a previous legacy?

17. A testatrix bequeathed \$10,000 to her child, with limitation over to a charity. She afterwards transferred \$12,000 in bonds to the joint names of herself and the child. What was the effect on the legacy?

18. Under the doctrine of performance, what is the effect when the lands that descend to the covenantee are less in value than those to be purchased under the covenant?

19. There is a covenant to bequeath a certain amount of property within a given time. After the time has passed, the covenantor dies intestate, and the covenantee is entitled to part of the estate as an heir of the covenantor. Is it a case of performance?

20. Will a direction to executors to sell land work a conversion, if discretion is given them to fix the price and terms of sale?

21. Or if they are not to sell until the widow shall cease to desire it as her home, and unless it will bring \$10,000?

22. Does an order of a probate court to sell lands work a conversion?

23. A testator directs, "All the rest of my estate of what kind soever there may be at my death shall be turned into money by my executors." Would real estate acquired after making the will be converted?

24. A testatrix directs lands to be sold, but prohibits a sale before 10 years, and provides that the executors shall not be compelled to sell before 15 years have elapsed. When does the conversion take place?

25. There was a sale of land, notes being taken in payment, and a bond given to convey title upon full payment. If there was a conversion, when did it take effect?

26. The purchase money of land contracted to be sold was not paid until after the death of the vendor. Will it go to his heirs?

27. Where land has been sold, under an order of court, to pay the debts of the deceased owner, and a surplus remains, will it be distributed as land or as money?

28. A testator directs certain land to be sold, and bequeaths the money to a charity. The bequest was void. Will the heir or the residuary legatee take?

29. Land is directed by will to be converted into money. The purpose partly fails. To whom, and in what form, does the surplus go?

30. Money is directed by will to be invested in land. The purpose partly fails. To whom, and in what form, does the surplus go?

31. Where money is directed to be laid out in land for several persons, can one of them elect to take his share in money?

32. Where land is directed to be sold, and the proceeds divided among several, can one of them elect to take his share as land?

CHAPTER V.

DOCTRINES OF EQUITY (Continued)—CONFLICTING RIGHTS OF PURCHASERS, ASSIGNEES, ETC.

1. Is one who takes a deed of land from an administrator, as such, charged with notice of the rights of the heirs?

2. Is notice that a person claims as heir an interest in land devised to another, on the ground that the will is invalid, also notice that such person claims an interest in the same land under the will?

3. May either implied notice or constructive notice be rebutted by testimony?

4. Will the mere sale of property for a very inadequate price be enough to put a person on inquiry?

5. Is notice of facts which exempt a person from liability in one transaction also notice in subsequent transactions of the same kind between the same parties?

6. Is the question of whether possession was such as to give notice one for the court or for the jury?

7. Would the plowing of land in full view of a public road be sufficient possession to give notice?

8. Or cutting willows annually for a number of years?

9. Or boarding up doors and windows, and leaving furniture in the house, after a tenant had moved out?

10. Or hanging out clothes to dry on a vacant city lot?

11. Do recitals in a mortgage have any effect to bind a prior mortgagee who witnesses the second mortgage?

12. Is notice of a fact to a trustee regarded as notice to the cestui que trust?

13. Or is notice to a husband notice to the wife?

14. Or is notice to an officer's deputy notice to the officer?

15. Is it necessary that a conveyance be recorded, in order to take precedence over a prior unrecorded conveyance, of which there was no notice?

16. A conveyance is executed, but not recorded. The grantee then makes a deed to a third person, which is recorded. Will this record be notice to a subsequent purchaser from the first grantor?

17. A deed is not recorded, but the grantee gives the grantor a mortgage on the land for the purchase money, which is recorded. Will the record of the mortgage prevent a subsequent purchaser from the first grantor getting a good title?

18. Or, where a mortgage to secure the purchase money is recorded before the deed conveying the land, will a subsequent purchaser from the mortgagor be bound by the record?

19. Does the doctrine of *lis pendens* apply to an action affecting a steamboat?

20. A negotiable note is transferred at a time when a suit is pending which affects the title to the realty which was the consideration for the note. Is the transferee affected by the *lis pendens*?

21. Is the pending of an action for conspiracy to defraud notice of the invalidity of a mortgage which was the subject of the alleged conspiracy?

22. Is one who has bought property without notice, and has given security to pay the purchase price, a *bona fide* purchaser?

23. Or a purchaser who has agreed to pay a debt owed by the vendor?

24. Or an assignee in bankruptcy?

25. Is one who takes land, with notice of prior equities, and pays no consideration, protected, if his grantor was a *bona fide* purchaser?

26. Does one who purchases a chose in action for a valuable consideration, and without notice of prior equities, have a right superior to those equities?

27. Is one who purchases land, with notice of a prior contract to lease, bound to make a lease according to the contract?

28. Would an equitable lien of a lessor upon the chattels of the lessee, arising from a stipulation in the lease, be superior to a subsequent mortgage upon the same chattels, duly executed and recorded?

CHAPTER VI.

DOCTRINES OF EQUITY (Continued)—PENALTIES AND FORFEITURES.

1. Would the words "forfeit and pay" in a provision in a contract providing for a case of its breach, be considered to denote a penalty, or liquidated damages?

2. What is the difference in effect between holding a sum named in a contract a penalty or liquidated damages?

3. Where there is a contract that obligor's steamboats shall not ply in certain waters for three years, how will a sum named therein, to be paid in case of breach, be treated?

4. Is a promise of marriage a proper case for an agreement for liquidated damages?

5. Or an agreement by an employé not to become intoxicated?

6. Or an agreement to assign a mortgage?

7. Or to execute and deliver a deed of land?

8. Or an obligation that a third person shall perform a contract made by him?

CHAPTER VII.

GROUNDS FOR EQUITABLE RELIEF.

1. Will relief for accident be given one whose negligence has caused the accident?

2. How will equity afford relief to a judgment creditor, where the records of the court in which his judgment was rendered have been destroyed by accidental fire?

3. Where a will is canceled under a mistaken belief that a subsequent one was properly executed, will equity give any relief, against the heir, to a devisee who was to receive certain lands under both instruments?

4. An apprentice pays a considerable premium in consideration of the master's agreement to teach him the trade. If the master is unable to do so, by reason of bankruptcy, will equity relieve on the ground of accident?

5. A landowner consented to the opening of a highway through his premises, believing that it could be legally opened without his consent under a previous order of the highway commissioners. If the order could not have had such effect, would equity permit him to withdraw his consent?

6. Is a mistake as to the time a certain claim would be barred by the statute of limitations one of fact or of law?

7. A person makes a contract, induced thereto by the mistaken belief that there was a usage in the vicinity by which a ton meant 2,240 pounds, instead of 2,000. Will equity give him any relief?

8. Is a mistake in the construction of a clause of a written contract one of law or of fact?

9. Is a mistake as to the legal effect of technical words in a deed one which will be relieved against?

10. Where a man makes a contract, relying on a decision of the supreme court of the state, and the decision is subsequently overruled, can he be compelled to carry out the contract?

11. What kind of a mistake is an error in the description of the land intended to be conveyed by a deed?

12. Can a fact which has merely been forgotten furnish ground for relief on account of mistake?

13. Will a mistake as to the value of a partnership interest warrant a sale of such interest being set aside?

14. Where a contract is made with a belief that a certain law will be passed by the legislature, can the contract be set aside if the law is not passed?

15. One who owned a right of way extinguished it by purchasing the servient estate. Could relief be had on a subsequent contract made in the belief that the right of way still existed?

16. Could a sale of bonds be avoided because of a mutual mistake of the fact that they were at a premium?

17. Parties to a suit, mistakenly supposing that costs had been adjudged against defendant, agree that plaintiff shall pay the costs, and that defendant shall pay him the note in suit, which is admitted to be a just claim, and repay the costs. Is the agreement binding?

18. Will actual misrepresentation of a matter of law amount to fraud?

19. Or as to the legal effect of a contract?

20. Or the validity of a patent?

21. Or as to the law of a foreign state?

22. Are misrepresentations as to the value and utility of a machine fraudulent?

23. Are false statements as to the facts on which the vendor's opinion of value is based, actionable?

24. Where one is induced to grant a lease through misrepresentations by the lessee as to the purpose for which he intends to use the premises, can relief be granted on the ground of fraud?

25. Can a party have relief for fraud when there were other inducements for his entering into the contract than the false statements of the other party?

26. Would false representations by an insurance agent, to one whom he was seeking to insure, as to the persons who were to constitute the local board of directors, be material?

27. Is it necessary that representations, to be fraudulent, be relied on by the very person to whom they were made?

28. Is a grantor liable for false statements as to his title, when he has conveyed by a quitclaim deed?

29. Are contracts made by a monomaniac voidable in all cases?

30. Will a conveyance ever be set aside on the ground that the consideration was inadequate, and the grantor an ignorant person?

31. Is it sufficient to show that a person is an habitual drunkard, in order to have a contract made by him set aside?

32. How does the duress sufficient to avoid a contract in equity differ from duress at law?

33. Will a contract made by an agent who is acting for both principals be valid?

34. Can an agent buy for himself his principal's property at judicial sale?

35. Can an agent acquire a tax title to his principal's property for his own benefit?

36. After an agency is at an end, can the one who was agent use special knowledge acquired in his employment, in contracting with his former principal?

37. Is a will by a ward, devising property to his guardian, void?

38. If, after the relation of guardian and ward has terminated, the parties enter into a transaction, upon whom will the burden of proof as to the continuance of the influence rest?

39. Will a secret intention on the part of a debtor to pay one of his creditors in full out of future earnings, give his other creditors a right to avoid a composition which they have entered into?

40. If a man buys land of a debtor, and pays full value, can the deed be set aside, if the grantee knew facts which might have shown him that the grantor was making the conveyance with a view to delaying his creditors?

41. Is marriage such a consideration as will prevent a conveyance being set aside by creditors whom the grantor intended to defraud, the grantee being ignorant of the fraudulent intent?

42. A debtor, just before making a general assignment, canceled on his books a claim against one who was insolvent. Can the creditors of the assignor have the cancellation set aside?

43. Can a mortgage be set aside by creditors, if it is given for an antecedent debt, and the mortgagee knew that the mortgagor was embarrassed financially?

44. Is a wife who is prosecuting an action for divorce, and claiming alimony, such a creditor that she can attack a fraudulent conveyance?

45. Is one who is surety for a debtor entitled to have a conveyance by the latter set aside, as fraudulent, if the surety has at that time paid nothing on the obligation into which he entered?

46. Where there has been a conveyance of property to defraud creditors, can a bona fide purchaser from the fraudulent grantee hold the property against the creditors of the first grantor?

CHAPTER VIII.

PROPERTY IN EQUITY—TRUSTS.

1. Did a cestui que use always have a remedy in the courts to compel the trustee to perform his duty?
2. Can a state legislature convey lands in trust, and appoint the trustees?
3. Can an infant trustee, in all cases, disaffirm, on the ground of minority, his conveyances of the trust property?
4. If it is attempted to create a trust in realty by parol, and the statute of frauds is not set up in defense, what will be the effect?
5. Can an express trust in lands be proved by parol evidence if there has been part payment of the purchase money, and occupation of the land?
6. When a corporation is appointed trustee by a will, who can raise the question of the corporation's power to act as trustee?
7. Is a husband competent to act as trustee of his wife's separate estate?
8. Is it essential to the validity of a trust that the cestui que trust be a person in being at the death of the testator who creates the trust?
9. If property be settled in trust for the benefit of persons adhering to a particular denomination, how will the courts determine what persons are within the terms of the trust?
10. If a creditor is given power to sell his debtor's land to pay the debt due him, does he become a trustee for the debtor?
11. Would a deed conveying lands, with power to the grantee to sell them and pay certain debts of the grantor, be a mortgage, or a deed of trust?
12. Can a trust by which the alienation of real estate is suspended be created, to continue for a gross term of years?
13. Will proof that the settlor created the trust for the purpose of evading a collateral inheritance tax make the trust invalid?
14. Where a trust is illegal in part, what is the effect upon the balance?
15. A testator directs the investment of his property under trusts which are invalid in the state of his domicile, but valid in the state where the investment was directed to be made. Will the trusts stand?
16. Can a settlor create a trust estate in fee, to be given in futuro, reserving the use to himself as long as he lives, no valuable consideration being paid?

17. Is a trust executed for a natural child of the settlor valid?
18. Is it necessary to the validity of a trust that the cestui que trust express an assent to the terms of the trust?
19. In a trust to pay over the rents and profits of the trust estate to the cestui que trust during his life, is a clause valid which provides that the cestui que trust shall not anticipate the profits, or alienate his interest?
20. When a debtor has deeded his property in trust for his creditors, does anything remain in him which can be levied on at law?
21. Would the words, "It is my wish and will, he shall give," etc., be sufficient to create a precatory trust?
22. Would a devise in trust, for the aid and support of such of settlor's children and their descendants as may be destitute, be valid?
23. Will a bequest to keep in repair a memorial window in a church be valid as a charitable trust?
24. Could a devise be upheld, as charitable, if the funds were to be used in distributing the works of Henry George on land ownership?
25. Where an agent takes money belonging to his principal, without the latter's knowledge, and invests it in land, will the agent be held a trustee for the principal?
26. A person buys and pays for lands, but takes the title in the name of another person, who agrees to repay him the purchase price. Does a trust result in favor of the one who paid for the land?
27. If a deed expressly states that the conveyance is for the use of the grantee, and is for a valuable consideration, can a resulting trust be established by parol in favor of another person, who in fact paid the purchase price?
28. Where a person purchases land in his own name, with money borrowed under an agreement to return it, or invest it in land, does a trust arise in favor of the one furnishing the money?
29. A father, being insolvent, purchased land, in the name of a trustee, for the benefit of his children. Can the father's creditors reach the land?
30. Where two purchase land on credit, title being taken in the names of both jointly, and one afterwards pays the whole purchase price, does a trust result in his favor?
31. If a trustee uses trust funds in purchasing real estate in the name of another, to whom will the trust result?
32. A deed, by mistake, conveys too much land. The grantee sells the whole tract. What are the original grantor's rights against his grantee?

33. The owner of a life estate pretends to sell to another the whole fee. The grantor subsequently acquires the remainder. What is the relation of the parties?

34. Where one obtains a devise by representing that he will hold it for the use of another, can the trust be established by parol?

35. Can a testator name trustees to carry out the provisions of his will, and give them power to appoint their successors?

36. Can one who accepts an appointment as trustee, under a trust which he knows to be fraudulent as to creditors, set up the invalidity of the trust against the beneficiaries?

37. Land is devised to trustees, to sell and pay debts. Can they be compelled to execute the trust where the land is situated out of the state?

38. Can the administrator of a trustee who held trust property at his death set up claims to the property inconsistent with the trust?

39. If a trustee makes no effort to obtain a tenant for trust property, but occupies it himself, how will the rent he is to pay be determined?

40. Where a will directs funds left in trust to be invested in certain securities, and such securities cannot be obtained, what are the trustees to do with the funds?

41. How should a trustee deposit trust funds in a bank, in order to escape liability in case of loss?

42. Can a cestui que trust maintain a bill for an injunction to prevent his trustee from wrongfully appropriating the trust property?

43. A third person claims title against a trustee in possession under the trust. Can the cestui que trust bring a bill in equity against the trustee and the third party, to settle the conflicting claims?

44. If a trustee denies the rights of his cestui que trust, and asserts an adverse title in himself, from what time does the statute of limitations begin to run against the cestui que trust?

45. Can a bill against an eleemosynary corporation, to enforce a trust, be filed by the heirs of the founder?

46. Can a court of equity require a trustee to convey the trust property to the cestui trust by a general warranty deed?

CHAPTER IX.

PROPERTY IN EQUITY (Continued)—MORTGAGES, LIENS, AND ASSIGNMENTS.

1. Land is conveyed to trustees, to be by them conveyed to one who has advanced money to the owner, if the money is not repaid by a certain day. Is the transaction a mortgage?

2. Where there is doubt whether a transaction is a mortgage or a conditional sale, what is the effect of showing that the relation of debtor and creditor does not exist between the parties?

3. Or that there was a covenant to repay the money?

4. Or that the grantor remained in possession, but paid no rent?

5. Or inadequacy of the consideration, considering the value of the property?

6. If a mortgage is sold for a less sum than the face of the mortgage, will the mortgagor, in redeeming from the assignee, have to pay the full amount secured, or only as much as the assignee paid, with interest?

7. If, after the recording of an assignment of a bond and mortgage, the mortgagor pays the mortgagee, can the assignee recover from the mortgagor the amount due?

8. Where land is conveyed "subject to the payment of a mortgage" specified, does the grantee become personally liable for the payment of the mortgage?

9. A deed recites that the grantee assumes the payment of a certain mortgage on the land. Will the grantee be bound to pay, if he does not sign the deed?

10. Will an extension of time granted to the mortgagor by the mortgagee release the land from the mortgage, in the hands of one who has purchased it subject to the mortgage?

11. In a foreclosure suit, is the mortgagor a necessary party, if he has sold his equity of redemption?

12. Or a remainder-man?

13. Or judgment creditors having a lien on the mortgaged property?

14. Or claimant by adverse title?

15. Is an agreement, subsequent to the execution of a mortgage, for a release of the equity of redemption to the mortgagee, valid?

16. What is the rule of contribution between the owners of several parcels of land covered by one mortgage, where the mortgagor has sold the whole tract to one person, who conveys in parcels to successive purchasers?

17. In the use of shares of stock for security, does the delivery of the certificate, with a power of attorney to transfer on the company's books, constitute a mortgage, or a pledge?

18. Does an executory agreement in writing to transfer, as security, certain property named therein, give an equitable lien on that property?

19. When it is attempted to give a mortgage, and the purpose fails because of defective execution, will an equitable mortgage arise, if the instrument which was given lacked the acknowledgment required for mortgages?

20. Or if the name of the grantee was omitted?

21. How would an assignment by the vendee, under a contract for the sale of land, be treated in equity, if made to secure a debt?

22. Will equity give a joint tenant a lien on his cotenant's share for rents collected by the latter before a partition of the land?

23. Does the lien of a vendor for unpaid purchase money attach, where the sale is by operation of law?

24. Can a vendor's lien exist when the consideration for the conveyance is the assumption by the grantee of certain debts owed by the grantor?

25. Property is conveyed to a married woman, who mortgages it back, but the mortgage is invalid because her husband does not join. Can the grantor claim a vendor's lien?

26. Does an agreement to receive a mortgage upon the land conveyed operate as a waiver of the vendor's lien?

27. Where the testator has specifically bequeathed all his personal estate, and used words sufficient to charge the realty with the payment of his debts, which is the primary fund to which creditors must resort?

28. A testator gives a legacy, but makes no provision as to how it shall be paid. The personal estate is less than the amount of the legacy. What is the effect?

29. In the absence of a statute permitting assignments of choses in action, can an assignee sue at law a debtor who has assented to the transfer?

30. Can a seaman on a whaling ship assign the share of the profits which he is to receive in lieu of wages, before the voyage begins?

31. Can a woman about to be married make a valid release of any possible interest she may have in her husband's estate?

32. Is an agreement, between partners, that all salaries received by any partners from any public office shall belong to the firm, valid?

33. Can there be a valid assignment of the proceeds of sales of goods expected to be made in the future?

34. Or of costs in a suit now pending, which are not yet accrued?

35. Or of insurance money, before any loss occurs?

36. Can a cause of action for a tort be assigned in a state where, by statute, all causes of action survive?

37. Is a chose in action, assigned in equity, subject to attachment by a creditor of the assignor?

CHAPTER X.

EQUITABLE REMEDIES—ACCOUNTING—CONTRIBUTION—
EXONERATION—SUBROGATION AND MARSHALING.

1. Can a bill for an accounting be maintained in equity by the assignee of a patent medicine, against defendants, as general agents of the assignor?

2. Or against an assignee in insolvency, in favor of creditors?

3. Or by the administrator of a mother, against her sons, as trustees of her separate estate?

4. Or by stockholders in a banking corporation, against the directors?

5. What is the effect when a creditor refuses to make application of a payment according to the direction of the debtor at the time of payment?

6. A debtor ships cotton for sale on account to a creditor. Must the debtor direct the application of the payment at the time of shipment, or when the sale is made, in order to have it binding on the creditor?

7. Where a man makes a payment to one to whom he is indebted as surety for another, and also on his own account, how will the court apply the payment, in absence of an application by the parties?

8. Can contribution be enforced, between joint owners of property, for expenditures made on account of the common property?

9. When it is the duty of two counties to maintain a bridge, and judgment is recovered against one of them for injuries caused by defects, can contribution be enforced against the other county?

10. Can a surety who has been compelled, by suit, to pay a debt of the principal, recover from the latter the costs of the action, as well as the amount of the debt?

11. Will the estate of a surety, when compelled to pay the principal's debt, have a right of subrogation?

12. Can one who pays another's debt, because of a mistaken belief that he is surety for such other, claim a right of subrogation?

13. When goods on which there is insurance are destroyed through the fault of a common carrier, must the carrier, or the insurance company, bear the loss?

CHAPTER XI.

EQUITABLE REMEDIES (Continued)—PARTITION AND BOUNDARIES.

1. Where one purchased at execution sale so much of a debtor's cellar as was not needed by the latter for the storage of his vegetables, can the purchaser have partition?
 2. Can a testator, by direction in his will, prevent those to whom he devises land as joint owners from having it partitioned?
 3. Is there a right to bring a suit for partition without having first sought a friendly division of the land?
 4. Is growing timber subject to partition?
 5. Or a privilege to mine in lands belonging to another?
 6. Can joint owners of a remainder bring partition against the life tenant in possession?
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CHAPTER XII.

EQUITABLE REMEDIES (Continued)—SPECIFIC PERFORMANCE.

1. Can a vendor of land compel specific performance by one who has contracted to purchase?

2. Will a court of equity decree specific performance against a nonresident who is temporarily within its jurisdiction?

3. Is the specific performance of a contract to convey land ever decreed, as to land beyond the jurisdiction of the court?

4. Or can a master in chancery be appointed to convey such land, when the one who has contracted to convey refuses to do so?

5. Could the specific performance of a contract to sell government bonds be ordered, on the ground that defendant was insolvent?

6. Would a contract by which one party was to organize a railroad company, and the other was to give securities thereof, and a contract for the construction of a part of said road, be enforced in equity by a decree of specific performance?

7. Can specific performance be granted of a contract to give satisfactory security?

8. Will an agreement for the sale of a house, at a price to be fixed by two persons chosen by the parties, be enforced, if no time for such choice was fixed?

9. Will a court of equity compel a man to carry out a contract of sale which he made on the day he was of age, the price fixed being about one-fourth the value of the land?

10. Will performance be granted of contracts founded on a plan to "corner" the market?

11. Can a vendee have a contract to sell land enforced, if the vendor had made a prior parol sale, of which the vendee was ignorant?

12. Will a provision in a lease, by which the lessor agrees to convey at any time for a price named, be enforced at the suit of the lessee, who was not bound to buy?

13. Must the showing of fraud, upon which equity will refuse specific performance, be the same as would authorize it to set the contract aside?

14. Can specific performance be had where defendant obtained property under a parol promise to use it in a certain way, intending at the time not to perform, but to rely on the statute of frauds as a defense?

15. One who has purchased under a parol contract sells to another, who erects expensive improvements. The original vendee subsequently buys the property back, and seeks to compel a conveyance by the original vendor. Will he succeed?

16. Will improvements made by a lessee constitute sufficient part performance to entitle him to specific performance, if such improvements were not stipulated for in the agreement for a lease?

17. Will ordering papers to be drawn up be such part performance as will entitle one to the enforcement of a parol contract to convey?

18. Or would payment of the whole purchase price in services, according to the agreement?

19. Or full payment, and insolvency of the defendant?

20. Or part payment, and entry into possession?

21. Would the existence of a contingent right of dower defeat an action by a vendor for specific performance?

CHAPTER XIII.

EQUITABLE REMEDIES (Continued)—INJUNCTION.

1. In a case where there is ordinarily an adequate remedy at law, will the fact that the defendant is insolvent induce a court of equity to grant an injunction?

2. Can a mandatory injunction be issued to compel a railroad company to build a road which it is under contract to construct?

3. Will a defendant in a judgment at law be granted an injunction on the ground that the judgment is void?

4. Can an action at law be enjoined where the motives of the plaintiff in such action at law are malicious?

5. Will injunction lie to restrain an action at law on a contract which was placed in escrow, and has been wrongfully delivered?

6. Can an owner of lands have an injunction to restrain the sale of his property upon a judgment rendered against another person?

7. Will an injunction issue to restrain the breach of a contract, where the one asking the injunction has an option to terminate the contract at any time?

8. Can there be an injunction to prevent the violation of an agreement not reduced to writing?

9. Where the title to property is being tried in an action of ejectment, will an injunction be granted to restrain waste?

10. Or to restrain trespass?

11. Can a vendee under a contract of sale restrain the vendor from committing waste?

12. Will the opening of a street through a man's land, by a city, before condemnation proceedings have been taken, be restrained by injunction?

13. A circus near a dwelling house is complained of as a nuisance, because of the noise and crowds. Will an injunction be granted, if the circus is going to be continued only a few weeks?

14. Will a man be restrained from work at his business, of tin-smith, at night, on the ground that it annoys his neighbors?

15. Is an owner of a reversionary interest entitled to restrain by injunction a nuisance which affects the property?

16. Will the obstruction of a navigable river ever be restrained at the suit of a private individual?

17. Will the publication of an abridgment of a copyrighted book be enjoined?

18. Will an injunction be granted to prevent the unauthorized use of the title of a copyrighted book.

19. Can the sale of a book be restrained on the ground that it is made to closely resemble in external appearance a book which is copyrighted?

20. Can a man be restrained from using his own name as a trade-mark by another person of the same name, who had previously used the name as a trade-mark in his business?

CHAPTER XIV.

REFORMATION, CANCELLATION, AND QUIETING TITLE.

1. Will equity reform an instrument by inserting an omitted clause of forfeiture and then enforce the forfeiture?
2. Does the right to have a contract reformed in equity pass to an assignee of the contract?
3. Will a court of equity ever decree the cancellation of a voidable policy of insurance?
4. Or of negotiable paper, after maturity?
5. Or of a deed executed, but never delivered?
6. Can a remainder-man maintain a bill to remove a cloud on title before the termination of the preceding life estate?

CHAPTER XV.

ANCILLARY REMEDIES.

1. Will equity compel discovery in aid of an action in a foreign jurisdiction?
2. Can evidence obtained from a defendant by discovery be used against a codefendant?
3. When a defendant has been compelled to make discovery, can he use his statements therein as evidence for himself?
4. Where complainant seeks discovery in order to attack defendant's title, is a plea by defendant that he is a bona fide purchaser, for value, a good defense to the bill for discovery?
5. Can a bill to perpetuate testimony be maintained by one who has no vested interest in the subject-matter, but only a strong expectancy?
6. Can one whose evidence is sought to be obtained by a bill to perpetuate testimony be compelled to testify?
7. Would a bill *de bene esse* issue to examine a material witness, about to leave the jurisdiction?
8. Can a man be prevented by injunction from leaving the state?
9. Can the writ of *ne exeat* issue in a state where imprisonment for debt is forbidden by the constitution?
10. Where one creditor claims money due on his debtor's insurance policy, and another claims the same money under a special lien, does a case for interpleader arise?
11. Can a man who has taken possession of property to protect one whom he supposes to be the owner, compel the one from whom he took it to interplead with the owner?
12. Where an attorney has made collections for a client, can he compel the client to interplead with a person who claims the money by a derivative title from the client himself?
13. Can a lessee have an interpleader when the rent is claimed by the heir of the lessor, and by a devisee?
14. Or a sublessee, when rent is demanded of him by both the original lessee and the original lessor?
15. Can a receiver in possession of property be deprived of it by execution on a judgment issued prior to his appointment?
16. Will a receiver ever be appointed to take charge of the assets of a partnership when a dissolution is not asked for?

17. Can a remainder-man ever have a receiver appointed, as against a tenant for life?

18. Will a receiver ever be appointed on the ground that the affairs of a corporation are being mismanaged, if no winding up of the company is sought?

19. Will a receiver ever be appointed to take charge of the property of a municipal corporation?

CHAPTER XVI.

GENERAL QUIZ ON EQUITY JURISPRUDENCE.

1. Define equity.
2. Distinguish between law, equity, and justice.
3. Give the three great divisions of equity jurisdiction.
4. Name the principal creations of equity.
5. Sketch briefly the origin of the high court of chancery.
6. How did the office of lord chancellor originate?
7. What was the principal cause of the origin and growth of equity jurisprudence in England?
8. In what ways have the relations of equity to the law been changed?
9. What reasons are there for preserving separate jurisdiction of courts of chancery?
10. In which of our courts is equity administered?
11. What are the differences in the practice in equity and in law?
12. Give the history of the use of the subpoena in chancery.
13. What is there in the procedure of equity that tends to extend the jurisdiction of the court?
14. Define jurisdiction.
15. What must be involved, in order that jurisdiction will attach?
16. What is the meaning of the phrase, "full and adequate remedy at law"?
17. How is the extent of the equitable jurisdiction of the federal courts determined?
18. What courts exercise original equitable jurisdiction?
19. What courts exercise appellate equitable jurisdiction?
20. In what cases have courts of chancery exclusive jurisdiction?
21. Give the distinctions between the extraordinary and the equitable jurisdiction of a court of chancery.
22. What general classes of cases fall within the auxiliary jurisdiction of equity?
23. What are the ordinary means of enforcing obedience to the decrees of the court?
24. In what sense is a bill a conscience searcher?
25. What is a maxim?

26. Give the maxims of equity.
27. Explain the maxim that equity will not suffer a right to be without a remedy.
28. Explain the maxim, equity acts in personam.
29. Does the maxim that equity acts in personam mean that the jurisdiction of a chancellor extends to suits for personal injuries?
30. When will the court of equity grant relief as to property lying outside of its territorial jurisdiction?
31. What was decided by *Penn v. Lord Baltimore*?
32. What is meant by the maxim that equity follows the law?
33. Are there any exceptions to the rule that equity follows the law?
34. Explain the meaning and scope of the maxim, equity imputes an intention to fulfill an obligation.
35. Apply the maxim, equity imputes an intention to fulfill an obligation, to cases of advancement.
36. Explain the meaning and application of the maxim, equity regards that as done which ought to be done.
37. Illustrate the maxim, he who comes into equity must come with clean hands.
38. What is the rule as to relief from gaming transactions?
39. Is there any relief from a judgment rendered upon a gaming contract?
40. How does equity regard stale claims?
41. What is the difference between laches in chancery and limitations at law?
42. When, in an equitable proceeding, will the statute of limitations be a good bar?
43. From which time will the statute of limitations run in an equitable action for relief on the ground of fraud?
44. Explain the maxim that equality is equity.
45. Explain the maxim, he who seeks equity must do equity.
46. Compare the maxim, between equal equities the law will prevail, with the maxim, between equal equities priority of time will prevail.
47. Name the several kinds of estoppel.
48. What is an equitable estoppel?
49. Who are bound by matter of estoppel?
50. To what extent does equitable estoppel operate against married women and infants?
51. Name the elements of estoppel in pais.

52. What intent is necessary, that the chancellor may give relief by estoppel in pais?
53. To what class does estoppel by conduct belong?
54. What is necessary for a representation to operate as an estoppel?
55. What is election?
56. What two things must concur before a case of election will arise?
57. Give the fundamental rule as to the necessity for an election in cases arising under an instrument of donation.
58. Is it necessary that the twofold gift be provided in the same instrument?
59. What is meant by "taking against the will"?
60. If the person required to elect is under a disability, how may the election be made?
61. What consequences follow a refusal to elect?
62. In what manner may the election be declared?
63. Distinguish between express and implied election.
64. Give examples of an implied election.
65. To what kind of election does the court apply the principle of compensation?
66. Define the equitable doctrine of satisfaction.
67. Distinguish between satisfaction and performance.
68. Discuss the satisfaction of legacies by legacies.
69. State the law of satisfaction in cases of legacies to creditors.
70. What is an equitable conversion?
71. Name the maxims of equity which form the basis of the doctrine of conversion.
72. How may a conversion arise?
73. What language is necessary to effect a conversion?
74. What is the rule as to the extent of conversion of partnership realty.
75. From what time does a conversion take place?
76. What consequence follows a failure of the object of the conversion?
77. If the purpose of the deviser fails, in what character will the property devolve?
78. When land is converted into money, and the purpose fails partially, to whom will the surplus go?
79. When money is ordered to be invested in land, and the purpose fails partially, to whom does the surplus go?

80. What is reconversion?
81. When may reconversion occur?
82. When does reconversion arise by act of law?
83. When does reconversion arise from an act of the parties?
84. How is reconversion effected by a party entitled to take?
85. Describe and illustrate notice in equity.
86. How does notice differ from knowledge?
87. How many and what kinds of notice are there?
88. What is actual notice?
89. Explain the doctrine of constructive notice.
90. What is the doctrine of notice implied from possession?
91. How far is the purchaser affected by recitals in title deeds?
92. Are you protected from a trust, of which you have notice, by want of notice in your vendor?
93. Does the doctrine of notice apply to equitable titles?
94. When may a purchaser set up want of notice as a defense against an outstanding equitable title?
95. When is the holder of an equitable title allowed to plead purchase for value?
96. What is the nature and purpose of the recording act?
97. How is the notice imported by the record of a deed, denominated?
98. Under what circumstances is a grantee or mortgagee protected against a prior unrecorded deed or mortgage?
99. Explain the rule of *lis pendens*.
100. What kind of notice is imposed by a *lis pendens*?
101. What is the practical importance of *lis pendens*?
102. What is a *chose in action*?
103. How may a *chose in action* be assigned?
104. To whom, and for what purpose, should notice of the assignment of a *chose in action* be given?
105. What is the rule for ascertaining whether a sum stipulated in a contract is a penalty, or liquidated damages?
106. What contracts in restraint of trade are good?
107. What are the elements of a curable accident?
108. Will equity relieve one who has entered into a positive contract, which he is prevented from fulfilling by accident?
109. What is the remedy for accident?
110. What remedy could be had at common law on a lost note?

111. What is necessary to give equity jurisdiction of an action on a lost deed?

112. What are the elements of a curable mistake?

113. Against whom will equity relieve in cases of mistake?

114. By what principle, in every case of mistake, is the exercise of equity jurisdiction limited?

115. What is the qualification of the rule that equity will relieve a party where he has entered into a contract by a mistake of a material fact?

116. In what cases will equity relieve from mistake caused by ignorance of the law?

117. Under what circumstances will equity correct a mistake in a will?

118. Under what circumstances will equity correct a mistake in an award?

119. What is the remedy for a curable mistake?

120. What is the remedy for a one-sided mistake?

121. When does equity afford relief for mistake by rescission?

122. What is duress?

123. Is there such a thing as moral duress?

124. What duress must exist to justify interference by a court of equity?

125. What courts have concurrent jurisdiction over fraud?

126. Give some examples where the powers of chancery courts in matters of fraud exceed those of the common-law courts.

127. In what cases of fraud does equity decline to take jurisdiction?

128. What is actual fraud, as between parties to a contract?

129. Define constructive fraud.

130. What things must concur before a representation will be fraudulent?

131. Is suppression of the truth sufficient, without actual false representations?

132. By what modes may fraudulent representations be made?

133. What is the difference between "puffing" and fraudulent misrepresentations?

134. When will representations false in fact be insufficient for equitable relief?

135. What is the effect of a declaration untrue in fact, but believed to be true?

136. What is the effect of a declaration not known to the declarant to be true?

137. Will relief ever be granted for misrepresentations as to matters of opinion?

138. Give an example of fraud arising from the intrinsic nature of the transaction.

139. Give instances of fraud affecting persons who are not parties to the contract.

140. Explain the doctrine of fraud presumed from the relation of parties to a transaction.

141. Name the several relations known as "confidential relations."

142. How is a contract between parties in a confidential relation regarded in equity?

143. Give a case in which there may be undue influence after the confidential relation has determined.

144. What is undue influence, such as will secure relief in equity?

145. In what cases may a client make a valid gift to his attorney?

146. When, and upon what disclosures, may a party in a confidential relation make a profit for himself?

147. What is fraud upon marital rights?

148. Name the things necessary to protect the purchaser of real property against a creditor of the vendor.

149. When may a purely voluntary transfer of property be valid?

150. Is a conveyance to a child, in consideration of affection, protected from the grantor's creditors?

151. Who may impeach a conveyance intended to defraud creditors?

152. By what evidence is fraud to be established?

153. Will fraud, without damage, constitute ground for relief in equity?

154. May a party confirm a fraudulent transaction, when not advised of his right to impeach it?

155. Name some of the ways by which the right to impeach a transaction for fraud may be lost.

156. What is the difference between the legal and the equitable remedy for fraud?

157. What are equitable titles?

158. What is the difference between a legal and an equitable title?

159. Name the equitable titles.

160. Distinguish between equitable title and equitable right.

161. By what modes may equitable titles be created?

162. What titles exist, and in whom do they exist, in case of a trust?

163. What is the technical meaning of the word "trust"?

164. What distinction was recognized between a use and a trust before the statute of uses?

165. Explain how trusts develop out of uses.

166. What led to the enactment of the statute of uses?

167. What was the statute of Mortmain?

168. When was the statute of uses passed?

169. What were the provisions of the statute of uses?

170. How did construction by the courts affect the statute of uses?

171. Upon what uses was the statute held not to operate?

172. What was the reason for the decision that a use upon a use was not executed by the statute?

173. Distinguish between an active and a passive trust.

174. Did the statute of uses apply to personal property?

175. What was the effect of the statute of uses upon conveyances?

176. What courts have jurisdiction of trusts and trust estates?

177. What is the nature of the jurisdiction of equity over trusts and trustees?

178. In what ways may a trust arise?

179. To what incidents are trust estates subject?

180. How, in respect to their creation, are trusts divided?

181. Define (a) active trusts; (b) passive trusts; (c) executed trusts; (d) executory trusts; (e) public trusts; and (f) private trusts.

182. What property may be held in trust?

183. Who may be a trustee?

184. Who may be a beneficiary?

185. Wherein does the interest of a cestui que trust differ from the interest of the owner of a chose in action?

186. By what language may an express trust be created?

187. When is a consideration necessary to the creation of a trust?

188. In what ways may property be given in trust, so as to make the trust enforceable against the donor?

189. Can a voluntary declaration in trust be revoked?

190. The donor, having both the legal and equitable interest in personal property, declares himself a trustee for the donee. What is the result?

191. Explain the operation of a deed of bargain and sale.

192. What trusts are required to be in writing?
193. Under the statute of frauds how should a trust in real property be executed and proved?
194. At common law, could a trust of realty be declared by parol?
195. What is meant by the term "precatory words"?
196. What three certainties must appear, in order to create a precatory trust?
197. What is the essential element of a constructive trust?
198. What is the essential element of a resulting trust?
199. Distinguish a resulting trust and a constructive trust.
200. What are the different kinds of resulting trusts?
201. Give an example of a resulting trust of the first kind.
202. Name the principal ways in which constructive trusts arise.
203. What kind of trust arises where a conveyance is made without consideration?
204. What kind of a trust arises where the purchaser pays the money and takes the title in the name of another?
205. What kind of a trust arises where a trustee buys property in his own name with trust funds?
206. What is the connection between an implied trust and an implied advancement?
207. What kind of evidence is admissible to establish implied trusts?
208. In what respects do charitable trusts differ from private trusts?
209. What was the origin of charitable trusts?
210. What is the leading case on charitable trusts?
211. What is the test of a public charity?
212. Give a classification of charitable trusts.
213. What is the characteristic of a charitable trust, as to certainty of its object?
214. What is the doctrine of cy-pres?
215. Can property be settled in trust so that it cannot be taken in execution for the debts of the cestui que trust?
216. What is a spendthrift trust?
217. What are the principal duties of a trustee?
218. Can a trustee delegate his power?
219. State the general law as to the liability of cotrustees for each other's acts.
220. What is the liability of a trustee for trust funds kept with his own?

221. What compensation is a trustee entitled to?
222. How may a trustee obtain his discharge?
223. State the rule as to right of fiduciary persons to purchase at their own sale.
224. When may a trustee purchase the trust property?
225. Explain the doctrine where a trustee buys in debts against the trust estate at a discount.
226. Distinguish the case where the trustee buys at his own sale from the case where he buys from the cestui que trust.
227. How does the position of one purchasing from a trustee, for value, but without notice, differ from the position of his grantor?
228. Must there be both payment and receipt of deed before notice, to protect a purchaser from a trust of which he had no notice?
229. What remedies are open to a beneficiary in case of fraud by his trustee?
230. Define a mortgage at common law.
231. When will a mortgage on property not in existence take effect?
232. Describe the defeasance clause in a mortgage.
233. How may the existence of a defeasance be established?
234. What kind and amount of evidence is necessary to establish a parol defeasance?
235. What is the nature of the relation between mortgagor and mortgagee?
236. Who is deemed the owner of the legal title?
237. Who is entitled to possession?
238. Can a mortgagee recover in ejectment before default?
239. What are the chief results of the interference of equity on the nature of a mortgage?
240. At common law, in what condition were the mortgagor and the mortgagee after failure to pay the debt?
241. What kind of mortgages are in force in this state?
242. Describe the equity of redemption.
243. When and how may a mortgagor make a valid contract, waiving his equity of redemption?
244. Who besides the mortgagor may redeem?
245. How may a holder of a junior mortgage be subrogated to the first mortgagee's rights?
246. What is foreclosure?
247. When will a decree of foreclosure be valid, if a part of the property is outside the territorial jurisdiction of the court?

248. When must both mortgagor and mortgagee be made parties defendant to a bill filed by a second mortgagee?

249. Explain the doctrine of tacking.

250. How does the recording law prevent the application of the doctrine of tacking mortgages?

251. Under what circumstances will a mortgagee be protected as to future advances?

252. What is merger?

253. When will equity interpose to prevent merger?

254. How may an equitable mortgage arise?

255. What is the difference between a mortgage and a pledge?

256. What is the difference between a mortgage and a conditional sale?

257. Describe a lien at common law.

258. What is a lien in equity?

259. How does a lien arise, and how is it lost?

260. How may equitable liens against real estate be enforced?

261. How is an equitable lien upon personal property enforced?

262. Describe the liens of vendor and vendee.

263. How are vendor's and vendee's liens enforced?

264. Is a vendor's lien a title or a charge?

265. Does a vendor of chattels have a lien in equity for the purchase money?

266. What will operate as a waiver of the vendor's lien?

267. What causes of action are assignable?

268. What are the essentials of an equitable assignment?

269. May a liability be the subject of assignment?

270. Is it necessary to give notice to the debtor of the assignment of a chose in action?

271. What is a remedy?

272. Distinguish remedy from right and title.

273. What are the differences in remedies provided by courts of equity and of law?

274. Name the equitable remedies.

275. When a transaction is voidable only, what option of remedies has the injured party?

276. What is the equitable remedy of account?

277. In what cases will equity entertain suit for an accounting?

278. How far is the jurisdiction of courts of law and equity over matters of account, concurrent?

279. Between what parties does an action for an accounting lie?
280. Define an account stated.
281. What court has jurisdiction over an account stated?
282. Discuss the equitable doctrine of contribution.
283. Distinguish between contribution and apportionment.
284. To what cases does contribution apply?
285. How does contribution between sureties differ in law and in equity?
286. What is exoneration?
287. To what cases does exoneration apply?
288. Out of what assets may mortgaged land be entitled to exoneration?
289. What is subrogation?
290. To what cases does subrogation apply?
291. What is marshaling?
292. To what cases does marshaling apply?
293. Define equitable assets.
294. In what order are the assets of a decedent to be applied to the payment of his debts?
295. Describe the action of partition.
296. What courts have jurisdiction of partition?
297. In partition, must plaintiff establish the defendant's title?
298. What remedy does equity give in cases of confusion of boundaries?
299. Upon what principle is the remedy of specific performance based?
300. How is the remedy of specific performance superior to the remedy at law for breach of contract?
301. When will equity decree compensation in lieu of specific performance?
302. Can a court of equity enforce specific performance of a contract to convey land in a foreign country?
303. What are the rules as to specific performance of contracts to sell personal property?
304. When can you have specific performance of personal covenants?
305. How is the relief of specific performance affected by the statute of frauds?
306. What are the requisites of a valid written contract to convey real estate?

307. When will equity enforce a parol contract for the sale of land?

308. Upon what consideration must a contract be founded, in order to support specific performance?

309. Explain how the remedy of specific performance may be available to either the vendor or the vendee?

310. Can you obtain specific performance, where it could not be enforced against you?

311. What are the rules as to specific performance, where there is a defect in the title?

312. Define (a) an *ex parte* injunction; (b) an interlocutory injunction; (c) a perpetual injunction.

313. Distinguish between a mandatory injunction and a prohibitory injunction.

314. What is the difference between a perpetual and an interlocutory injunction?

315. How and when may an interlocutory injunction be obtained?

316. What is the test as to granting an injunction?

317. State a case in which an equitable title may be protected by injunction.

318. State a case in which an equitable right may be protected by injunction.

319. State a case in which an equitable remedy may be assisted by injunction.

320. Give instances of the use of injunction to protect legal rights.

321. Give instances of where an injunction is used to protect equitable rights against proceedings at law.

322. Explain the right of a federal court to restrain proceedings in a state court.

323. Explain the right of a state court to restrain proceedings in a federal court.

324. In what cases is injunction most frequently used for the protection of contract rights?

325. Will equity restrain the breach of a negative covenant?

326. State the principle followed by the courts in granting injunctions in cases of alleged breach of a patent.

327. Will the publication of a libel ever be enjoined?

328. Will equity restrain the telling of secrets, in any case?

329. Or the publication of private letters?

330. Define waste.

331. Can you have an injunction to prevent equitable waste?
332. In what cases will equity restrain the commission of a trespass?
333. Define a nuisance.
334. What law maxim applies to nuisances?
335. Into what two general classes are nuisances divided?
336. What is the remedy for each class of nuisance?
337. Upon what ground is the equitable remedy justified?
338. What remedy has a private individual for a private injury from a public nuisance?
339. When may a public nuisance be restrained at the suit of a private individual?
340. Why is the common-law remedy for a private nuisance insufficient?
341. What is the meaning of "reformation"?
342. When will equity reform a written instrument?
343. Does the right exist when a contract is merely voidable?
344. Will equity interfere to perfect a defective gift or voluntary settlement?
345. When will equity decree compensation in place of reformation or cancellation?
346. What is meant by "discovery"?
347. When can a bill for discovery be maintained?
348. What is meant by a "bill to perpetuate testimony"?
349. In what cases is the remedy available?
350. What is a bill for the examination of witnesses *de bene esse*?
351. What is a writ of *ne exeat*, and when is it used?
352. What is a bill of interpleader?
353. Who can bring a bill of interpleader?
354. When will a receiver be appointed?
355. What are the principal duties of a receiver in chancery?
356. When may a receiver be appointed to take charge of the assets of a partnership?

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